

# Memorandum



**Date:** October 19, 2004

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed. D.  
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)(A)

**From:** George M. Burgess  
County Manager

**Subject:** Resolution for an Inter-local Agreement with Miami-Dade County Public Schools

## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an inter-local agreement with the Miami-Dade County Public Schools (MDCPS) to provide educational classes and vocational training to inmates incarcerated in the facilities operated by the Miami-Dade Corrections and Rehabilitation Department (MDCR) at a cost not to exceed \$400,000.00 for fiscal year 2004-2005.

## BACKGROUND

MDCR and the Lindsey Hopkins Technical Educational Center of MDCPS are committed to providing educational and vocational course work that will effectively habilitate inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism. Since fiscal year 1987-88, the MDCR has benefited from the longstanding, cooperative relationship with the MDCPS and would like to continue this partnership.

MDCPS offers a comprehensive educational/vocational service at a competitive rate. Its basic education courses are provided at no charge to the County and the cost for the vocational courses is competitively at a lower rate than offered by the private sector. Furthermore, having MDCPS provide both the educational and vocational courses offers benefits of continuity of service, cooperation, coordinating program activities and resources, and also alleviates the need to negotiate the terms and conditions of service delivery by multiple vendors.

Lindsey Hopkins Technical Educational Center provides the following courses to inmates in six county facilities: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), General Education Development (GED) Preparation, Automotive Mechanics, Automotive Body Repair and Refinishing, Business Systems, Cabinet Making, Welding, Printing and Graphic Arts, Small Engine Repair, Carpentry, Cosmetology, and other educational programs requested by the County. The educational course work is provided at no cost and the cost associated with the vocational training per student contact hour for a maximum of 375 hours per trimester will not exceed the budgeted amount of \$400,000.00 and will be paid from the Inmate Welfare Fund.

A handwritten signature in black ink, appearing to read "Susanne M. Torriente", written over a horizontal line.

Susanne M. Torriente  
Assistant County Manager

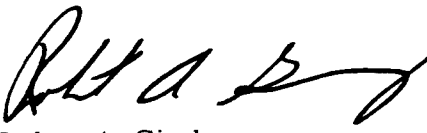


# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

**DATE:** October 19, 2004

**FROM:**   
Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 8(G)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(G)(1)(A)

10-19-04

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION AUTHORIZING EXECUTION OF AN INTER-LOCAL AGREEMENT FOR FISCAL YEAR 2004-2005 WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF EDUCATIONAL CLASSES AND VOCATIONAL TRAINING FOR INMATES IN THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying agreement, a copy of which is incorporated herein by reference; and

**WHEREAS**, the Miami-Dade County Public Schools provides vocational instruction not to exceed a maximum of 375 contact hours per course per trimester at the rate prescribed by State Statute Title XLVIII, No. 1009.22 for the 2004/2005 School Year; and

**WHEREAS**, the Miami-Dade County Public Schools agrees to provide educational and vocational courses to inmates incarcerated in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2004-2005 academic year,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board finds that it is in the best interest of Miami-Dade County to approve an Inter-local Agreement between Miami-Dade County and Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center, in an amount not to exceed \$400,000.00, and to be paid from the Inmate Welfare Fund, for the provision

of educational and vocational courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a part hereof, and authorizing the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19<sup>th</sup> day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Robert A. Duvall

**AGREEMENT**

**BETWEEN**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA  
LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER**

**AND**

**MIAMI-DADE COUNTY**

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has entered into a contractual agreement with Miami-Dade County.

This Agreement, entered into the 1st day of October, 2004, in Miami-Dade County, Florida, by and between Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center (hereinafter referred to as the MDCPS/LHTEC) and Miami-Dade County for Miami-Dade Corrections and Rehabilitation Department (hereinafter referred to as the COUNTY) is to provide educational and vocational training of county inmates.

WHEREAS, the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has agreed to provide educational and vocational training for inmates of the Miami-Dade County Corrections and Rehabilitation Department; and

WHEREAS, the COUNTY is desirous of having inmates trained by MDCPS/LHTEC,

NOW, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows.

**The Miami-Dade County School Board/Lindsey Hopkins Technical Educational Center will:**

1. Train inmates in the following vocational and educational courses: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), GED Preparation, Automotive Mechanics, Automotive Body Repair and Refinishing, Business Systems, Cabinet Making, Welding, Printing and Graphic Arts, Small Engine Repair, Carpentry, Cosmetology, and other educational programs requested by the County.
2. Provide vocational instruction not to exceed 375 contact hours per course per trimester at the rate prescribed by State Statute Title XLVIII, No. 1009.22 for the 2004/2005 School Year, per contact hour per student (rates are subject to change when mandated by the school district).
3. Provide quarterly itemized statements of students' contact hours to the COUNTY which shows an accounting of the fees charged per student. This statement will be complete upon presentation and add on charges will not be made.
4. Provide data on student progress in Vocational and Educational Programs. This will include certificates of competency, grade progression and completion.
5. Supervise instruction and curriculum content.

**The COUNTY will:**

1. Insure that MDCPS/LHTEC is provided appropriate space and security.
2. Provide the number of students necessary to insure full classes with a minimum of twenty (20) students enrolled in educational programs. Enrollment in vocational classes will vary depending on eligible students.
3. Provide paper, pencil, labels, folders, and books required to properly conduct the classes.
4. Provide payment for the General Education Development Test (GED) when presented with the invoice.
5. Provide payment on a trimester basis to the MDCPS/LHTEC when presented with an itemized listing of students who attended classes.

6. Organize a payment schedule on a trimester basis for MDCPS/LHTEC for all educational and vocational classes. The amount of payment will not exceed \$400,000.00

### **INDEMNIFICATION**

1. To the extent allowable by law, Miami-Dade County will hold harmless, indemnify and defend the School Board against any and all claims, liabilities, losses, and causes of action which may arise solely of the negligence of the County in the performance of this Agreement.
2. To the extent allowable by law, Miami-Dade School Board will hold harmless, indemnify and defend Miami-Dade County against any and all claims, liabilities, losses, and causes of action which may arise solely of the negligence of the School Board in the performance of this Agreement.

With respect to this agreement between the MDCPS/LHTEC and the COUNTY it is understood and agreed to as follows:

1. This agreement shall become effective upon execution and shall remain in effect unless modified in writing by mutual consent of both parties this contract will expire on September 30, 2005.
2. Any party hereto may cancel this agreement, with or without cause, at any time giving 30 days prior written notice by certified mail, return receipt requested, to the other party hereto indicating that the agreement will be terminated. After the effective date of the termination, neither party shall be responsible to the other for any payment of bills incurred after the termination date, with the exception of financial encumbrances and/or payments for services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective and duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

Carol Berick  
Superintendent of Schools or Designee  
Miami-Dade County Public Schools

7-30-04  
Date

Kenneth Rogers  
Region Director  
Miami-Dade County Public Schools

6-30-04  
Date

James V. Gail  
Center Principal  
Miami-Dade County Public Schools

6/28/04  
Date

du  
Risk Management  
Miami-Dade County Public Schools

7/6/04  
Date

**APPROVED AS TO FORM**

M. Michalob, Esq.  
School Board-Attorney  
7/20/04

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
County Clerk





**OFFICE OF ADULT/VOCATIONAL AND ALTERNATIVE EDUCATION**  
**AFFILIATING AGREEMENT FOR**  
**EDUCATIONAL SERVICES AT OFF-CAMPUS LOCATIONS**

**Instructions:** Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs, as outlined in School Board Rule 6Gx13-6C-1.08, Section V. These adult education programs are offered at off-campus locations that are non-school board property.

This Affiliating Agreement is entered into on this 1st day of October, 2004 by and between Miami-Dade County for Miami-Dade Corrections and Rehabilitation, 2525 NW 62nd Street,  
Miami, Florida 33147, hereinafter referred to as the Organization and The School  
Lindsey Hopkins Technical Education Center  
Board of Miami-Dade County, Florida, for  
Center Name

**TERMS OF AGREEMENT**

The terms of the agreement shall commence on October 1, 2004 and shall terminate on September 30, 2005.

**NATURE OF ORGANIZATION'S SERVICE**

See attached

**ORGANIZATION**

Donald E. Coffey, Chief Inmate Svcs.  
Contact Person

(305) 874-1080  
Phone Number

(305) 871-8809  
Fax Number

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

James V. Parker, Principal  
Contact Person

(305) 324-6070  
Phone Number

(305) 545-6397  
Fax Number

20041075

**DESCRIPTION OF WHAT THE CENTER WILL PROVIDE**

(See Section 1 of Attachment)

**DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE**

(See Section 2 of Attachment)

**CANCELLATION**

This agreement may be terminated by either party by giving thirty (30) days written notice.

**INDEMNIFICATION**

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

The Organization agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

Donald Emanuel for  
Organization Representative  
Donald Coffey, Chief  
Immune Services Dir.

8/18/04  
Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Carol Rensh  
Superintendent of Schools or Designee

6-30-04  
Date

Kenneth Rogers  
Chief Administrator/Region Director

6-30-04  
Date

James V. Park  
Center Principal

6/28/04  
Date

[Signature]  
Risk Management

7/01/04  
Date

APPROVED AS TO FORM:

M. Michiols, Esq.  
School Board Attorney

7/20/04  
Date